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HEWLETT PACKARD LEGAL COLL. MAR 21 2005

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PTO/SB/81 (11-04)

Approved for use through 11/30/2005. OMB 0551-0035  
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**POWER OF ATTORNEY  
and  
CORRESPONDENCE ADDRESS  
INDICATION FORM**

Application Number	10/689446
Filing Date	Oct 20 2003
First Named Inventor	Dobler, et al.
Title	Expandable Slide And Rail..
Art Unit	3637
Examiner Name	James Hanse
Attorney Docket Number	200302271-2

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint:

Practitioners associated with the Customer Number:

022879

OR

Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to: Title cont.. Assembly Fox A Rack And Method Of Installing Same.

The address associated with the above-mentioned Customer Number:

OR

The address associated with Customer Number:

OR

Firm or Individual Name

Address

City

State

Zip

Country

Telephone

Fax

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Signature	Guy J Kelley	Date	March 21, 2005
Name	Guy J Kelley	Telephone	970 898 6970

Title and Company Assistant General Counsel

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

\*Total of 10 forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PTO/SB/96 (08-04)

Approved for use through 07/31/2006. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Hewlett-Packard Development Company, L.P.Application No./Patent No.: 10/689446 Filed/Issue Date: Oct 20 2003Entitled: Expandable Slide And Rail Assembly For A Rack And Method Of  
Installing SameHewlett-Packard Development Company, L.P. Limited Partnership

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

- the assignee of the entire right, title, and interest; or
- an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

In the patent application/patent identified above by virtue of either:

A  An assignment from the Inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Inventors To: Compaq Computer Corporation  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Guy J. Kelley

Signature

Guy J. Kelley

March 21, 2005

Date

970 898 6970

Printed or Typed Name  
Assistant General Counsel

Telephone Number

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## ASSIGNMENT

THIS ASSIGNMENT AGREEMENT, is effective as of May 31, 2001, at 6:00 PM Eastern Daylight Savings Time, and is made by and between COMPAQ COMPUTER CORPORATION, a Delaware corporation having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignor"), and COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P., a Texas limited partnership having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignee").

### WITNESSETH:

WHEREAS, Assignor has developed and is the owner of certain intellectual property, including patents and patent applications, copyrights, and other proprietary information ("Intellectual Property"), which it desires to assign to Assignee; and

WHEREAS, Assignor is the owner, by virtue of mergers, of Intellectual Property acquired from various third parties, including Digital Equipment Corporation, Tandem Computer Corporation, and others, but not including Microcom, Microcom International or Microcom Systems, Inc.; and

WHEREAS, Assignor is the assignee of existing and future developed Intellectual Property pursuant to agreements, including an Agreement to Share Costs and Risks of Intangible Property Development, and a License Agreement, both effective July 1, 2000 (collectively referred to as the "CCC/CCIG Agreements"), with Compaq Computer International GmbH, organized under the laws of Switzerland, with principal offices at Oberfeldstrasse 14, 8302 Kloten, Canton of Zurich ("CCIG"); and

WHEREAS, Assignee desires to acquire the existing Intellectual Property owned by Assignor in exchange for a partnership interest in Assignee; and

WHEREAS, Assignor desires to convey to and assign to Assignee the Intellectual Property it currently owns in exchange for a partnership interest in Assignee; and

WHEREAS, Assignee desires to contract with Assignor for services associated with development of strategic marketing plans and materials, product and process research and development, testing of products, and assistance in e-business solutions, and other general and administrative services related to research and development ("Services") in exchange for an ownership interest in any future Intellectual Property developed as a result of such Services; and

WHEREAS, Assignor desires to provide Services on a contract basis, and is willing to transfer ownership of any future Intellectual Property that is developed in the course of conducting such contract Services.

NOW, THEREFORE, in a tax free transaction pursuant to Section 721 of the Internal Revenue Code Section of 1986, as amended, in exchange for a partnership interest in Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, assigns, conveys and transfers to Assignee, and its successors in interest, the entire rights, title and interest in and to Assignor's existing Intellectual Property, including: (1) all existing U.S. and foreign patents owned by Assignor; (2) all existing U.S. and foreign patent applications, both pending and ready to be filed with one or more patent offices; (3) any and all extensions, divisionals, substitutions, continuations, continuations-in-part, reissues and reexaminations of such patents and patent applications; (4) all copyrights and copyrightable works, whether registered or not; (5) all trade secrets, know-how, and other proprietary information related to the design, development, manufacture, marketing, use, and sale of information handling systems, including, but not limited to, digital computer systems, personal device assistants, microprocessors, operating system software, application software, networking systems and solutions, storage devices,

telecommunications systems and solutions, and related products, components, peripheral devices, and services that are produced, manufactured, distributed and sold by Assignor to third parties, except for application software used exclusively by Assignor in its business and that is not commercially distributed to Assignor's customers; and (6) all common law rights in adopted trademarks and service marks and domain names, and their associated goodwill, and further, when requested by Assignee, Assignor agrees to cooperate in the generation, execution and filing of any supporting documentation necessary to identify and record title in the transferred Intellectual Property;

AND, for the same consideration, Assignor, assigns, and transfers to Assignee all Intellectual Property and other related rights and obligations acquired by Assignor from Compaq Computer International GmbH pursuant to CCC/CCIG Agreements effective July 1, 2000;

AND, for the same consideration, Assignor, assigns, transfers and conveys to Assignee and its successors in interest, all claims, demands, and causes of action, both at law and in equity, that Assignor may have or subsequently acquire, arising from infringement or misappropriation of Assignor's existing Intellectual Property prior to the date of this Agreement, and further Assignor transfers and assigns to Assignee and its successors in interest the right to sue and collect for all past and future acts of infringement and misappropriation, without recompense to Assignor;

AND, Assignor warrants that it has good and valid title to the Intellectual Property transferred herein, and shall, upon request by Assignee, execute all papers, make all oaths, testify on behalf of Assignee, provide such other material, information, and assistance as Assignee may request, and perform all other lawful acts necessary to effect the transfer of the rights enumerated in this Agreement, at Assignee's expense;

AND, Assignee, in consideration of the foregoing assignments and transfers, hereby transfers to Assignor a partnership interest in Assignee, and its successors and assigns, granting Assignor a percentage interest in Assignee, which may be assigned or transferred by Assignor without any restriction as it deems fit subject to the Limited Partnership Agreement of Compaq Information Technologies, L.P.;

AND, Assignee hereby warrants that it has rightful authority to transfer such partnership interest to Assignor, and Assignee has obtained prior written consent of all Partners of Assignee who have agreed to such transfer to Assignor;

AND, Assignee hereby agrees to compensate Assignor for Services pursuant to the terms of a Contract R&D Agreement dated May 31, 2001;

AND, Assignor, in consideration of the payment for Services, agrees to assign, transfer and convey all right, title and interest to any future Intellectual property developed in the course of performing the Services.

This Assignment Agreement will be executed in multiple copies, each of which shall for all purposes constitute an agreement, binding on the parties, and each party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.

This Assignment Agreement shall be governed by and construed in accordance with the law of the State of Texas, United States of America, without regard to the conflict of laws principles thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas State and federal courts, and the parties consent to the personal and exclusive jurisdiction and venue of these courts. This Assignment Agreement constitutes the entire understanding of the parties as to the subject matter hereof and supercedes and replaces all prior contemporaneous agreements, written or oral, regarding such subject matter. There are no

promises, covenants, or undertakings other than those set forth herein.

IN WITNESS THEREOF, the undersigned, being duly authorized and acting on behalf of the parties, does hereby execute this Agreement effective as of May 31, 2001.

**COMPAQ COMPUTER CORPORATION**

By: Ben K. Wells

Ben K. Wells  
Vice President and Treasurer

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned notary public, on this day personally appeared Ben K. Wells, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **COMPAQ COMPUTER CORPORATION**, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20 day of June 2001.

A handwritten signature of "Shannon Y. Gathen" in black ink.

**COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.**By: Linda S. Auwers

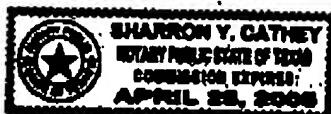
Linda S. Auwers  
Vice President and Secretary  
CPQ HOLDINGS, INC., General Partner

State of Texas §

County of Harris §

Before me, the undersigned notary public, on this day personally appeared Linda S. Auwers, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.**, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20<sup>th</sup> day of JUNE, 2001.



A handwritten signature in black ink, appearing to read "Sharron Y. Gathen".

MAR-21-2005 13:38

HEWLETT PACKARD LGL FCOLL

970 898 7247

P.09

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Gwyn Shea  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Hewlett-Packard Development Company, L.P.  
11287610

[formerly: COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.]

The undersigned, as Secretary of State of Texas, hereby certifies that an amendment to the certificate of limited partnership or the application for registration as a foreign limited partnership for the above named limited partnership has been received in this office and filed as proved by law on the date shown below.

Accordingly, the undersigned, as Secretary of State hereby issues this Certificate evidencing the filing in this office.

Dated: 10/08/2002

Effective: 10/08/2002



A handwritten signature of Gwyn Shea.

Gwyn Shea  
Secretary of State

PHONE(512) 463-5555  
Prepared by: Linda Wurst

Come visit us on the internet at <http://www.sos.state.tx.us/>  
FAX(512) 463-5709

TTY7-1-1

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CCT 02 '02 12:30 EFP MP !LEGAL

650 652 6452 TO 915124727747 FILED 02/02

In the Office of the  
Secretary of State of Texas

OCT 08 2002

CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF LIMITED PARTNERSHIP

Corporations Section

Pursuant to the provisions of Section 2.02 of the Texas Revised Limited Partnership Act, the undersigned limited partnership desires to amend its certificate of limited partnership and for that purpose submits the following certificate of amendment.

1. The name of the limited partnership is Compaq Information Technologies Group L.P. (Name shown on records of Secretary of State. If the amendment changes the name of the partnership, state the old names and not the new name.)
2. The certificate of limited partnership is amended as follows: Hewlett-Packard Development Company, L.P.

Dated: October 1, 2002

Compaq Information Technologies  
Group L.P.

By: Charles N. Chomas  
CPQ Holdings, Inc., General Partner  
Charles N. Chomas

"Certificate of amendment should be signed by at least one general partner and each other general partner designated in the certificate as a new general partner."

Filing Fee: \$200

DRAFT - G7 Admin 2004